

**Village of Cold Spring  
Board of Trustees Workshop  
September 27, 2016**

The Board of Trustees of the Village of Cold Spring held a workshop on Tuesday, September 27, 2016 at 7:30 p.m. in the Village Hall, 85 Main Street, Cold Spring, NY.

Attending were Mayor David Merandy, Trustees Marie Early, Frances Murphy, Lynn Miller and Steven Voloto.

**MEMORANDUM OF UNDERSTANDING FOR THE SEASTREAK**

This Memorandum of Understanding (this “MOU”) is made as of this \_\_ day of September 2016 by and between THE VILLAGE OF COLD SPRING, a New York State municipal corporation with an address of 85 Main Street, Cold Spring, New York 10516 (the “Village”) and SEASTREAK, LLC, a limited liability company authorized to do business in the state of New York with an address of 2 First Avenue, Atlantic Highlands, New Jersey 07716 (“Seastreak”). Each of the Village and Seastreak shall constitute a “Party” hereunder and collectively shall constitute the “Parties” hereto.

WHEREAS, Seastreak has submitted a written application to the Village (the “Application”) for the Docking of certain Vessels identified therein, at the Village Dock, as required under § 27-9(A) of the Village Code of the Village of Cold Spring (the “Village Code”)(a copy of said Application is attached hereto and made apart hereof as Exhibit “A”); and

WHEREAS, the Application identifies the dates in September, October and November of 2016 on which permission to Dock is requested, which dates are included in the “Docking Schedule” attached hereto and made a part hereof as Exhibit “B”; and

WHEREAS, pursuant to Chapter 27 of the Village Code, the Village’s Recreation Commission recommended approval of the aforementioned Application, which would grant Seastreak a “Docking Permit” for the Vessels identified on the Application for the dates set forth in the Docking Schedule; and

WHEREAS, the Parties hereto discussed that the issuance of any Docking Permit would be subject to the terms and conditions set forth in that certain document dated August 4, 2016 entitled “Effective 6-14-2011 Fee Schedule.” (the “Fee Schedule”), as amended hereunder, which is attached hereto and made a part hereof as Exhibit “C”; and

WHEREAS, the Parties further discussed that, pursuant to Section 27-9G(4) of the Village Code, the issuance of the Docking Permit shall be subject to certain other terms and conditions, which terms and conditions have been agreed upon by the Parties and which are set for hereunder; and

WHEREAS, at the Village Board of Trustee’s meeting on September 27, 2016, the Village Board approved the Application subject to the terms and conditions previously discussed; and

WHEREAS, the Village Board also conditioned its approval on the execution of this MOU, which MOU merely memorializes the terms and conditions of the approval that was previously discussed and agreed upon between the Parties.

NOW THEREFORE, in consideration of the mutual covenants and obligations set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto, intending to be legally bound, agree as follows:

1. Adherence to § 27-9 Village Code. Seastreak has read, understood and acknowledges that this agreement is conditioned its adherence to the terms and conditions set forth in § 27-9 of the Village Code, which is attached hereto and made a part hereof as Exhibit “D”.

2. Amendment to Fee Schedule and Duration of Docking

a) When Seastreak does not dock its Vessels for the duration of its guests’ visit to Cold Spring. In situations where the Seastreak drops off its guests and departs the dock promptly once the guests have disembarked, and then returns to the dock at the time appointed to pick up its guests and departs as soon as the guests are on board, the Fee shall be \$6.00 per-foot per day; beginning and ending at 12 midnight. Once the Vessel departs from the Dock, the Vessel shall not drop anchor within 500 feet of the Dock so that the Vessel does not obstruct views or other recreational activities at the Dock. The first sentence of the Fee Schedule (Exhibit “C”) shall be replaced in its entirety with a sentence to read: Effective \_\_\_\_-2016 Fee Schedule: \$6.00 per-foot per-day, beginning and ending at 12 midnight when the Vessel does not remain docked for the duration. For the purposes of clarification all Vessels shall pay the per-foot fees set forth above.

b) When Seastreak docks its Vessels for the duration of its guests’ visits to Cold Spring. The Fee shall be \$8.00 per-foot per day, beginning and ending at 12 midnight. The Fee Schedule (Exhibit “C”) shall be modified with a sentence to read: Effective \_\_\_\_-2016, \$8.00 per-foot per day, beginning and ending at 12 midnight when the Vessel remains docked for the duration. For the purposes of clarification all Vessels shall pay the per-foot fees set forth above.

3. No “Doubling Up” of Vessels. Seastreak shall not “Double Up” or attach one vessel to another in any way for the purposes of Docking multiple Vessels as one Vessel.

4. Final Agreement. This MOU and the exhibits hereto are understood and intended to be the final expression of the Parties’ agreement and is a complete and exclusive statement of the terms and conditions with respect thereto, superseding all prior agreements or representations, oral or written, and all other communication between the Parties relating to the subject matter of this MOU.

5. No Waiver. No waiver of any term or condition of this MOU by any Party shall be valid unless set forth in writing signed by the Parties hereto. No such waiver shall be deemed to be a waiver of any other provision or condition, or of any future event, breach or default.

6. No Modifications Unless in Writing. This MOU may be modified, supplemented or amended only if in writing signed by both Parties.

7. Choice of Law, Venue. This MOU shall be governed by and construed in accordance with the Laws of the State of New York applicable to agreements made and to be performed entirely within such state, without regard to its conflict of law principles. Any dispute which may arise in connection with this MOU may be resolved by the courts of the State of New York located in Putnam County, or by the United States District court for the Southern district of New York. The parties hereto hereby irrevocably submit to, and give up any objection to, the exercise of jurisdiction by any of those courts. The Parties hereto will not seek dismissal of a proceeding, or ask to move it to another court on the ground that resolution of the dispute in any of these courts is not convenient or in the interests of justice. The Parties shall not seek a jury trial in any

action based upon or arising out of this MOU. The Parties will not seek to consolidate any such action with any other action in which trial by jury has not been waived.

8. MOU to Control. Any capitalized term used and not defined in this MOU will have the meaning given to such term in the Village Code. If the terms of this MOU conflict with the terms contained in the Application or the Fee Schedule, the terms in this MOU will control.

9. Counterparts. This MOU may be executed in any number of counterparts, including fax or scanned copies, each of which shall be an original, but all of which together shall constitute one instrument.

Accepted and Agreed as of the date below.

SEASTREAK, LLC     VILLAGE OF COLD SPRING

By: \_\_\_\_\_ By: \_\_\_\_\_

\_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_

Date: \_\_\_\_\_ Date: \_\_\_\_\_

The above Memorandum of Use was accepted with the addition to the memorandum that the Seastreak must remove the gangplank from the dock once all have disembarked and the Village must be notified of the number of passengers and number of vessels by Thursday of the week that they request docking for the weekend.

The fee shall be \$6.00 per foot when docking to let passengers off and anchoring 500 feet off the dock or leaving and returning to pick up passengers and \$8.00 per foot if they are to remain docked for the duration of their stay.

There will be a generic document drawn up leaving a blank space for the name of the vessels docking. All vessels must submit their planned dates with payment at time of notification to the Village.

**Resolution #21-2016** The following budget adjustment was approved with the amendment to (4) A00-9060-800 Medical Insurance as the amount contributed by the employees was not taken into consideration. The amount should be \$3,208.00 instead of 13,698.00. Therefore, the amount transferred will also be reduced.

Moved by: Trustee Early

Seconded by: Trustee Murphy

*Resolved that (1)* The Board of Trustees of The Village of Cold Spring hereby approves the following Budget Adjustment(s) for the **2015/2016** fiscal year:

(1)	To:	A00-1110-110	Court Clerk: Personal Services	\$ 291.00
	From:	A00-1110-440	Justice: Office Supplies	\$ (291.00)
	To:	A00-1325-400	Accountant: Contractual	\$ 688.00
	From:	A00-1322-100	Accountant: Personal Services	\$ (688.00)

	To:	A00-1420-400	Attorney: Contractual	\$ 9,431.00
	From:	A00-1420-410	Attorney: Special	\$ (9,431.00)
	To:	A00-1450-400	Elections: Contractual	\$ 655.00
	To:	A00-1620-100	Shared Services: Personal Services	\$ 417.00
	To:	A00-1620-400	Shared Services: Contractual	\$ 1,105.00
	To:	A00-1620-410	Shared Services: Computer Software	\$ 64.00
	To:	A00-1620-412	Shared Services: Electric	\$ 70.00
	To:	A00-1620-420	Shared Services: Telephone	\$ 20.00
	To:	A00-1640-410	Shared Services: Restroom	\$ 277.00
	To:	A00-1670-400	Shared Services: Printing & Mailing	\$ 142.00
	From:	A00-1620-411	Shared Services: Heating	\$ (1,450.00)
	From:	A00-1620-440	Shared Services: Copy Machine	\$ (240.00)
	From:	A00-1620-445	Shared Services: Computer Support	\$ (110.00)
	From:	A00-1410-400	Village Clerk: Contractual	\$ (950.00)
	To:	A00-3620-100	Building Insp: Personal Svc	\$ 309.00
	From:	A00-3620-110	Building Insp: Clerk Personal Svc	\$ (309.00)
			<b>To reallocate Staff &amp; Shared Service budgets for year end</b>	

(2)	To:	A00-3120-410	Police: Services & Materials	\$ 381.00
	To:	A00-3120-430	Police: School & Supplies	\$ 130.00
	To:	A00-3120-445	Police: Technology	\$ 37.00
	From:	A00-3120-200	Police Equipment	\$ (418.00)
	From:	A00-3120-411	Police: Gasoline	\$ (130.00)
	To:	A00-3410-411	Fire Department: Gasoline	\$ 668.00
	To:	A00-3410-440	Fire: Siren	\$ 235.00
	To:	A00-3410-450	Fire: Electricity	\$ 854.00
	From:	A00-3410-413	Fire: Diesel	\$ (1,006.00)
	From:	A00-3410-410	Fire Department: Supplies	\$ (751.00)
			<b>To reallocate Police &amp; Fire budgets for year end</b>	

(3)	To:	A00-5110-100	Highway Street Maint: Personal Svc	\$ 15,585.00
	To:	A00-5110-200	Highway Street Maint: Equipment	\$ 58.00
	To:	A00-5110-415	Highway Street Maintenance: Electric	\$ 595.00

	To:	A00-5110-440	Highway Street Maint: Telephone	\$ 134.00
	From:	A00-5110-400	Highway Street Maint: Resurface	\$ (12,372.00)
	From:	A00-5142-100	Snow Removal: Personal Service	\$ (4,000.00)
	To:	A00-5182-440	Street Lights: Subway	\$ 486.00
	From:	A00-5182-400	Street Lights: Contractual General Street	\$ (486.00)
	To:	A00-8160-100	Garbage: Personal Service	\$ 1,304.00
	To:	A00-8170-100	Street Clean: Personal Service	\$ 364.00
	From:	A00-8160-110	Recycling: Personal Service	\$ (1,168.00)
	From:	A00-8160-400	Garbage: Contractual	\$ (500.00)
	To:	A00-8540-410	Storm Drain: Supplies	\$ 1,859.00
	From:	A00-8540-100	Storm Drain: Personal Service	\$ (1,100.00)
	From:	A00-5110-410	Highway Street Maint: Supplies & Materials	\$ (759.00)
			<b>To reallocate Highway budgets for year end</b>	

(4)	To:	A00-9030-800	Social Security	\$ 896.00
	To:	A00-9060-800	Medical Insurance	\$ 3,208.00
	To:	A00-9060-809	Dental Insurance: Downey	\$ 985.00
	From:	A00-9010-800	State Retirement	\$ (3,438.00)
	From:	A00-9015-800	Fire & Police Retirement	\$ (1651.00)
			<b>To reallocate benefit budgets for year end</b>	

(5)	To:	A00-7140-471	Recreation Electricity – Dockside	\$ 83.00
	From:	A00-7140-470	Recreation: Electricity	\$ (83.00)
	To:	A00-8010-100	Zoning Board: Personal Services	\$ 120.00
	From:	A00-8010-400	Zoning Board: Contractual	\$ (120.00)
	To:	A00-8510-400	Community Beautification: Contractual	\$ 621.00
	To:	A00-7140-400	Recreation: Contractual	\$ 2.00
	To:	A00-7550-400	Celebrations: Contractual	\$ 33.00
	From:	A00-7110-400	Parks & Rec - Repairs & Improvements	\$ (562.00)
	From:	A00-7140-430	Recreation: Tools & Consumables	\$ (94.00)
	To:	A00-8560-400	Tree Removal: Contractual	\$ 1,000.00
	To:	A00-8560-410	Tree Replacement	\$ 416.00
	From:	A00-7110-400	Parks & Rec - Repairs & Improvements	\$ (1,416.00)

	To:	A00-1930-400	Judgements & Claims	\$ 3,000.00
	To:	A00-1950-400	Taxes & Assessments on Property	\$ 100.00
	From:	A00-1910-400	Unallocated Insurance	\$ (3,100.00)
			<b>To reallocate various budget lines for year end</b>	

(6)	To:	F00-8310-415	Attorney: Contractual	\$ 2,933.00
	To:	F00-8311-400	Building & Grounds	\$ 6,500.00
	From:	F00-8320-200	Source of Supply: Equipment	\$ (9,433.00)
	To:	F00-8330-421	Purification: Gasoline	\$ 272.00
	To:	F00-8330-430	Purification: Electricity	\$ 2,917.00
	To:	F00-8330-470	Purification: Phone/Fax	\$ 536.00
	From:	F00-8330-440	Purification: Heating	\$ (3,725.00)
	To:	F00-8340-420	Transmission & Distribution – Engineering	\$ 137.00
	From:	F00-8340-400	Transmission & Distribution – Contractual	\$ (137.00)
			<b>To reallocate Water budget lines for year end</b>	

(7)	To:	G00-8130-100	Treatment & Disposal: Personal Service	\$ 11,586.00
	To:	G00-8130-413	Treatment & Disposal: Equipment Repair	\$ 3,160.00
	To:	G00-8130-430	Treatment & Disposal: Electricity Plant	\$ 723.00
	To:	G00-8130-480	Treatment & Disposal: Building & Grounds	\$ 1,344.00
	To:	G00-8130-490	Treatment & Disposal: Chemical Testing	\$ 275.00
	To:	G00-9030-800	Social Security	\$ 415.00
	From:	G00-8130-411	Treatment & Disposal: Sludge Management	\$ (2,024.00)
	From:	G00-8130-412	Treatment & Disposal: Administration	\$ (2,373.00)
	From:	G00-8130-461	Treatment & Disposal: Engineer Contractual	\$ (8,348.00)
	From:	G00-8130-440	Treatment & Disposal: Heating	\$ (2,865.00)
	From:	G00-8130-450	Treatment & Disposal: Disinfection	\$ (1,893.00)
			<b>To reallocate Sewer budget lines for year end</b>	

And (2) The accountant is hereby authorized to transfer such funds immediately.

On roll call vote:

Trustee Marie Early voted: YES

Trustee Fran Murphy voted: YES

Trustee Lynn Miller voted: YES

Trustee Steve Voloto voted: YES

Mayor Dave Merandy voted: YES

Resolution # 21-206 officially adopted on: September 27, 2016

Mary Saari-Village Clerk/Treasurer

The board reviewed the following Lead Agency Resolution. Trustee Early noted that there were two errors in the Environmental Assessment Form (EAF) but it is not in this Board's purview to make comments on the EAF but only to approve the Lead Agency request for the Planning Board. Trustee Early did email her comments to the Planning Board regarding the EAF.

## **RESOLUTION # 22-2016 THE VILLAGE OF COLD SPRING BOARD OF TRUSTEES**

On roll call vote:

Trustee Marie Early voted: YES

Trustee Fran Murphy voted: YES

Trustee Lynn Miller voted: YES

Trustee Steve Voloto voted: YES

Mayor Dave Merandy voted: YES

TOTAL: AYES – 5; NOS – 0; ABSTAIN – 0; ABSENT - 0

### **RESOLUTION OF THE VILLAGE OF COLD SPRING BOARD CONSENTING TO THE VILLAGE PLANNING BOARD ACTING AS LEAD AGENCY UNDER THE STATE ENVIRONMENTAL QUALITY REVIEW ACT (SEQRA) IN CONNECTION WITH THE ENVIRONMENTAL REVIEW OF A SITE PLAN APPLICATION BEFORE THE VILLAGE PLANNING BOARD**

**WHEREAS**, a site plan application has been submitted to the Planning Board in connection with a conversion of use from a three-family dwelling to a four-family dwelling located at 2 Depot Square in Cold Spring, New York (the "Project"); and

**WHEREAS**, the Project does not appear to qualify as one of the specifically enumerated Type II Actions under SEQRA, that are exempt from SEQRA review; and

**WHEREAS**, the Project is located within a federal/state designated historic district and therefore it constitutes a Type I Action under SEQRA, which requires coordinated environmental review with all Involved Agencies; and

**WHEREAS**, at its meeting on September 8, 2016, the Planning Board declared its intent to be Lead Agency for purposes of environmental review under SEQRA.

**WHEREAS**, the Village Board of Trustees will have to determine whether to issue a waiver of the Village's parking requirements pursuant to Section 134-18.E(7) of the Village Code, and is therefore, an Involved Agency; and



**WHEREAS**, the Project also requires multiple variances from the Zoning Board of Appeals, as well as review by the Village's Historic District Review Board; and

**WHEREAS**, the Village Board of Trustees has received the Planning Board's Notice of Intent to be Lead Agency under SEQRA and reviewed the accompanying plans, Long Environmental Assessment Form and associated materials; and

**NOW, THEREFORE, it is hereby:**

**RESOLVED**, that the Village of Cold Spring Board of Trustees consents to the Village Planning Board serving as Lead Agency under SEQRA for this Project.

**BY ORDER OF THE VILLAGE BOARD OF THE  
VILLAGE OF COLD SPRING, NEW YORK.**

Resolution # 22-2016 officially adopted on: September 27, 2016

\_\_\_\_\_  
Mayor David Merandy

Correspondence

The Lieutenant Governor sent a thank you note for the tour of Cold Spring.

Greta Graham sent a thank you note to the Board for hosting, what, she feels, was a very successful complimentary Senior Picnic at Mayor's Park on September 17, 2016.

Sean Patrick Maloney, Member of Congress, notified the Village of a 90-day extension for receiving comments regarding the location of barge anchorage sites throughout the Hudson River.

D. Yannitelli Wine has undergone a full renovation expanding the wine store and removing one of the units (Deli) from their building. Therefore, they will now have 7 units instead of 8. Greg Phillips, Superintendent of Water and Sewer, checked out the establishment and agreed with the change. Mayor Merandy made a motion to eliminate one unit of water and sewer charge to D. Yannitelli Wine. Trustee Miller made a second to the motion and the motion carried with a unanimous vote.

Kathleen Foley, member of the Haldane Safety Committee reported that the new crossing patterns at the intersections of Locust Ridge, Mountain Avenue and Craigsides Drive are working out well. Also the additional parking for high school seniors in the parking lot behind the high school have lessened parking on Mountain Avenue and Locust Ridge. The Committee thanks the Trustees, CSPD, Highway Crew and Village Parking Committee for their cooperative effort on this project.

**Officer Terrence Comisky** was rehired after a three-year absence. Both the PBA and Officer-in-Charge, George Kane have no issue with paying Officer Comisky at the salary and seniority he had earned up to his departure on February 2013. Mayor Merandy made a motion to grant the request of Officer Comisky to have his salary and seniority reinstated to be reflected from this day forward. Trustee Murphy seconded the motion and with a unanimous vote, the motion carried.



Clove Excavators submitted an **estimate for paving of the four roads** discussed, Wall, Bank, Oak Streets and Paulding Avenue, for \$62,000. After the Board's discussion about the collapse of the Wall on St. Mary's Church property onto Wall Street, it was decided to accept the bid from Clove Excavators removing Wall Street from the proposal. Mayor Merandy made a motion to accept the bid from Clove Excavators minus the paving of Wall Street. Trustee Early seconded the motion. The Board voted unanimously to approve the motion.

Batch # **3741 for the bills** in the amount of \$242,405.59 was approved for payment with a motion from Trustee Miller, a second from Trustee Early and a unanimous vote.

The **minutes from September 7, 2016**, as presented to the Board, were approved with a motion from Mayor Merandy, a second from Trustee Early and a unanimous vote.

The **minutes from September 20, 2016**, as presented to the Board, were approved with a motion from Mayor Merandy, a second from Trustee Early and a unanimous vote.

The village currently **videotapes** the Planning Board, Zoning Board of Appeals and the Historic District Review Board meetings and converts them to Youtube. Trustee Early made a motion to engage Michael Mell and Greg Gunder to video the two scheduled Village Board of Trustees workshop meetings and the Village monthly meeting and load the first two to Youtube and the monthly meeting to the municipal access channel through the Town of Philipstown Clerk, Tina Merando. The transition will take place after the next monthly meeting. Trustee Murphy seconded the motion and the motion carried with a unanimous vote.

#### Public Comment

Bob Flaherty asked about the hiring of a replacement for Ed Trimble, Foreman for the Highway Department, retiring as of September 29, 2016. Mayor Merandy stated that there were five resumés submitted with very good applicants.

Mayor Merandy made a motion to move into executive session for the purpose of discussing benefits for a specific employee. With a second from Trustee Murphy and a unanimous vote, the public workshop ended and the Board moved into executive session.

At 9:17, Mayor Merandy made a motion to exit Executive Session. The motion was seconded by Trustee Miller and approved unanimously. Both the executive session and the workshop meeting were closed.

Respectfully submitted,

Sandra L. Falloon